

## Terms and conditions of sale

### 1. Scope

These general terms and conditions of sale apply to all services provided by Nexo Corporation Srl, Via Camillo Bozza, 14 - 06073 Corciano (hereinafter called "Nexo Corp").

Services are understood to be the realisation and supply to client companies or entities (hereinafter referred to as 'the client') of one or more technical-linguistic products/services forming part of the company's corporate purpose, such as, in particular, translations, interpreting services and additional services (voice-over, dubbing and subtitling) and other services as listed below:

- ✓ LOCALISATION:
  - . of software
  - . of web pages
- ✓ DRAFTING MANUALS AND MULTILINGUAL TECHNICAL DOCUMENTATION
- ✓ Comprehensive management of multilingual manuals and documentation
- ✓ DTP, layout in various software
- ✓ LANGUAGE TRAINING
- ✓ Foreign language and Italian language courses for foreigners (individual, customised, group and corporate) - mainly ENGLISH, FRENCH, GERMAN, SPANISH and ITALIAN FOR FOREIGNERS
- ✓ Creation of off-line and on-line glossaries and terminology databases
- ✓ Drafting, transcriptions, revisions, corrections and additions to language texts and linguistic-cultural adaptation.
- ✓ Provision of facilities and equipment for simultaneous interpreting services.

1.1 In the event of any inconsistency between these terms and conditions and any special conditions offered to the customer, the latter shall prevail. Notwithstanding the foregoing, these terms incorporate any ad hoc offers or sales contracts concluded between Nexo Corp and its customers. Nexo Corp reserves the right to change the terms and conditions of sale at any time and at its sole discretion, it being understood that orders placed before these changes shall be processed under the terms and conditions of sale in force at the time of order.

### 2. Acceptance of the terms and conditions

The sending of an order (hereinafter "acceptance of the offer") to Nexo Corp implies the customer's acceptance of these terms and conditions.

### 3. Formulating an offer

3.1 - Following the customer's request, Nexo Corp will send the customer its offer containing the prices and terms of delivery of the work by e-mail.

3.2 - Offers prepared by the quotation office (hereinafter referred to as "project manager") are valid for thirty (30) days, except in the case of promotions with a more limited time validity. In such cases, the validity shall be that indicated in the e-mail of the current promotion. Offers shall then only become binding upon their written acceptance, by e-mail or fax, by the customer and subsequent confirmation by Nexo Corp. Any extensions and thus the continuation of the conditions indicated may be granted at the sole discretion of Nexo Corp.

3.3 - Nexo Corp is entitled to change the prices and delivery terms indicated if it has not been able to examine the entire text to be translated before the offer was made or if it has been subsequently modified or supplemented by the customer.

#### 4. Acceptance of the offer and order confirmation

4.1 - Acceptance of the offer shall be communicated by the customer to Nexo Corp by e-mail or by fax.

4.2 - Nexo Corp will send the customer an automatic notification confirming that the order has been placed and informing them of the relevant delivery date. If the order is received by Nexo Corp after 2:00 pm or on a non-business day, Nexo Corp reserves the right to send its notification on the first business day following receipt of the order.

4.3 - If the customer needs to enter its order or contract number in the invoice, the latter must notify Nexo Corp (at [planning@nexocorp.com](mailto:planning@nexocorp.com) or [amministratore@nexocorp.com](mailto:amministratore@nexocorp.com)) no later than the date on which the project is processed. If these terms are not respected, the invoice will still be issued without the possibility of subsequent modifications, except in particular duly documented cases.

#### 5. Changes to or cancellation of orders by the customer

5.1 - Any substantial changes made by the customer to an order after the commissioning of the same work gives Nexo Corp the right to change the indicated price and/or terms of delivery or to refuse the order. In the latter case, the customer must still pay the fee for work already performed.

5.2 - If the customer should wish to cancel an order after the issuance of an order confirmation by Nexo Corp, he/she shall contact the project manager indicated in the order confirmation. In this case, based on translation progress status, Nexo Corp reserves the right to cancel the order free of charge or request payment from the customer of compensation for the portion of work completed.

#### 6. Order processing guidelines

6.1 - Nexo Corp ensures that work assigned shall be carried out according to the high quality standards applied by the company, to the best of their abilities and professionalism, using necessary professional knowledge and in-house and external company personnel to meet the needs of the customer.

6.2 - Nexo Corp will perform translations using native language and qualified translators chosen according to the field of expertise and specialisation.

6.3 - The customer is required to supply Nexo Corp with complete and fully legible texts for translation; otherwise, Nexo Corp will not be liable for the accuracy of the translation or the terms of delivery.

6.4 - The customer must provide all reference material and glossaries to Nexo Corp to facilitate correct translation, localisation and correspondence of terminology.

Where this is not possible, Nexo Corp reserves the right to use the most appropriate terminology for the sector in question in accordance with the conventional meaning of the terms, or, in special cases, to request the customer's collaboration.

6.5 - Nexo Corp shall provide interpreting services using qualified translators chosen according to the field of expertise and specialisation. Interpretation services shall be conducted in accordance with the material provided by the customer regarding the subject.

#### 7. Delivery of the translation

7.1 - Nexo Corp is required to send the final translation to the customer no later than the date agreed on in the order confirmation.

7.2 - In the event that Nexo Corp, through no fault or will of its own, is not able to meet the indicated delivery date, the company will inform the customer immediately in order to agree upon a new delivery date. It is, however, understood that the delivery terms indicated shall not be considered essential to art. 1457 of the Civil Code.

7.3 - Delivery is considered complete when the translated text is sent by e-mail, regular mail, fax or courier.

7.4 - Data sent by e-mail is considered delivered when the programme has confirmed the sending of the message.

#### 8. Prices and terms of payment

8.1 - The billing unit for a translation is per word of the source language, unless upon special agreements specified in writing. The billing unit for interpreting services is calculated in half-days or full workdays.

8.2 - Nexo Corp can increase the price agreed upon if the service requires a greater volume of work or costs greater than those listed in the order confirmation (for example, with unclear text or defective files or programmes provided by the customer).

8.3 - All prices are exclusive of VAT.

8.4 - Invoices will be sent by e-mail within the 5th of the month following the month when the project(s) have been carried out and/or, upon request to be sent by e-mail.

8.5 - Payment must be made in full - without any discount, deferral or suspension - by the deadline indicated on the invoice, unless otherwise specified and expressly agreed upon in writing by Nexo Corp.

8.6 - In the case of late payment, outstanding costs will be charged and a late fee shall be applied in accordance with Legislative Decree no. 231/2002.

8.7 - All transfer fees will be charged to the customer.

8.8 - In the case of overdue invoices, no further work shall be accepted from the customer until all outstanding invoices are settled.

8.9 - Customers who experience problems in paying invoices are required to notify Nexo Corp as soon as possible and preferably before the due date.

8.10 - In case of non-payment, any use (publication, total or partial reproduction of the translation) is illegal. Nexo Corp reserves the right to ask customers who use unpaid material for the immediate payment of work performed and, where applicable, of the fees corresponding to copyrights, subject to payment of compensatory damages.

## 9. Translation revisions

9.1 - Nexo Corp services are limited to, unless specifically requested, the translation of text.

9.2 - Translation errors must be reported in writing, under penalty of forfeiture, by the customer to Nexo Corp within 30 days after delivery of the translated text. However, all corrections and/or alignments necessary after translation as well as all responsibilities for the translated documents are the responsibility of the client.

9.3 - Upon timely reporting by the customer, Nexo Corp will correct the following errors free of charge: incorrect translation, omissions, misspellings, grammatical errors.

9.4 - Nexo Corp cannot be held liable if the customer does not make appropriate checks before printing. Under no circumstances, however, will Nexo Corp be held liable for translations deemed stylistically unsatisfactory.

9.5 - It is understood that the absence of objections within the period mentioned above implies total acceptance of the service provided and that the formulation of objections does not exempt the customer from the obligation to pay the compensation required for the work carried out nor does it legitimise total or partial suspension of payments.

## 10. Translation services using Machine Translation with post editing (MTPE)

10.1 - In addition to and in derogation of the terms of service regulated herein, this provision applies exclusively to requests for the use of Machine Translation and Post-Editing Services.

10.2 - Automatic translation services through the use of Machine Translation, with post-editing service delivery include in particular, in addition to translation, checking for errors and/or inconsistencies of:

- Spelling,
- Punctuation,
- Numbering,
- Tags;
- The morphosyntactic structure of the sentences.

Errors and/or inconsistencies and/or checks regarding the following are expressly excluded from the post-editing service:

- Terminology research,
- Terminology and syntax consistency in the material,

- Consistency and correctness of the text style,
- Final consistency and correctness of the translation.

10.3 - Any translation errors must be reported in writing, under penalty of forfeiture, by the customer to Nexo Corp within 24 hours after delivery of the translated text; failing to do so, the customer shall forfeit all claims and objections in this respect.

10.4 - If the customer promptly informs of translation errors, Nexo Corp will support the customer - in correcting, after issuing a specific offer, only the following errors: incorrect translation, omissions, typing errors, grammatical errors.

10.5 - Therefore, any requests for corrections and/or alignments that the customer deems necessary after the delivery of the translation with the methods referred to in this provision will be borne by the customer and subject to a further cost estimate, which must be accepted by the latter.

10.6 - If, within the time limit mentioned in Article 10.3, the customer signals errors different from those mentioned in Article 10.4, Nexo Corp cannot intervene in the modification of the text and/or layout in any way and nothing will be due to the customer.

10.7 - If the material reveals the need for any revision or alignment, Nexo Corporation will not be liable for any related costs.

10.8 - In any case, Nexo Corp shall not be liable, in connection with the service under this provision, for any claims related and/or connected to:

- inconsistency of the translated document;
- the contents of the translated documents.

10.9 The general provisions of this contract shall apply to all matters not covered by this Article.

## 11. “Urgent” translation services

11.1 - In addition to and by way of derogation from the terms and conditions of service regulated herein, this provision applies exclusively to “urgent” translation requests, defined as such in the Notes section of the Offer received by e-mail from [planning@nexocorp.com](mailto:planning@nexocorp.com) and in any case whenever the Customer requests a shorter time frame than the time frame indicated in the PDF of the Offer received.

11.2 - Nexo Corp will always carry out “urgent” translations using qualified native speakers chosen according to their area of competence and specialisation. However, the customer is aware and expressly accepts that by virtue of the urgent nature of these services, the translation work may be divided up and carried out by several professionals. In any case, Nexo Corporation Srl cannot be held responsible in this respect.

11.3 - Given the exceptional urgency required and the need to distribute the work among more than one translator, Nexo Corp will not assist in altering the text and/or layout in any way and nothing will be due to the customer. Should the material show the need for any revision or alignment, Nexo Corp will not be responsible for any related costs but will provide an indication of the time and cost for such further work.

11.4 - Notwithstanding the provisions of point 9.2, any translation errors made in “urgent” translations must be reported in writing, under penalty of forfeiture, by the customer to Nexo Corp within 10 days of delivery of the translated text. In any case, all corrections and/or alignments necessary following the translation shall be borne by the client.

## 12. Additional services

As detailed under point 1., Nexocorp offers the following additional services a) Dubbing and Voice-over; b) Voice dubbing c) Subtitling, as detailed below:

- a) Dubbing and Voice-over: insertion of an acted text within the audio of the original video, i.e. superimposing the storytelling of the video on the parts acted by the actors (voice over) or inserting a voice-over to comment on the video (dubbing);
- b) Dubbing: replacement of the original audio with audio in a different language;

- c) Subtitling: insertion of caption texts within dialogue boxes in videos or films

**OTHER SERVICES:**

- ✓ LOCALISATION:
  - . of software
  - . of web pages
- ✓ DRAFTING MANUALS AND MULTILINGUAL TECHNICAL DOCUMENTATION
- ✓ Comprehensive management of multilingual manuals and documentation
- ✓ DTP, layout in various software
- ✓ LANGUAGE TRAINING
- ✓ Foreign language and Italian language courses for foreigners (individual, customised, group and corporate) - mainly ENGLISH, FRENCH, GERMAN, SPANISH and ITALIAN FOR FOREIGNERS
- ✓ Creation of off-line and on-line glossaries and terminology databases
- ✓ Drafting, transcriptions, revisions, corrections and additions to language texts and linguistic-cultural adaptation.
- ✓ Provision of facilities and equipment for simultaneous interpreting services.

12.1 With regard to the aforementioned services, the conditions set out in section 3 et seq. shall apply. Therefore, the Client shall receive from Nexo Corp an offer based on the information provided by the Client, such as, but not limited to: the duration of the original file, the number of words of the text, the type of voice, the languages and the processing of the audio file. Nexo Corp reserves the right to amend the offer if any information is misinterpreted and/or subsequently changed by the Client. The order shall be accepted and executed according to the conditions set out in point 4 and following. The method of delivery of the services referred to above in points a) b) and c) will be by e-mail, with messages containing files in MP3 or MP4 format as attachments.

12.2 If the Client requests the integration of sound carriers such as music or other, it shall ensure that the rights of the relevant owners, authors, publishers or composers are respected, taking particular account of those protected by the Italian Authors' and Publishers' Association (SIAE). Nexo Corp shall not be liable for any infringement of intellectual property rights or other rights arising from the above.

12.3 As provided for in point 5 regarding changes or cancellation of orders for additional services by the client any change of a substantial nature made by the client to an order after the order has been placed gives Nexo Corp the right to change the indicated price and/or delivery terms or to refuse to execute the order. In the latter case, the customer must still pay the fee for work already performed.

If the client wishes to cancel an order after Nexo Corp has issued the order confirmation, the client shall contact the project manager indicated in the order confirmation. In this case Nexo Corp reserves the right, depending on the order execution status, to cancel the order free of charge or require the customer to pay the fee for the part of the service already executed.

### 13. Interpreting services

With specific reference to interpreting services, the conditions set out in point 3 et seq. shall apply. Therefore, the client shall receive from Nexo Corp an offer based on the information provided by the client, such as by way of example: the type of service (simultaneous, consecutive, etc.), the language combination(s), the type of event and the number of participants for which the service is required, the need for any additional equipment (booths, etc.).

Nexo Corp reserves the right to amend the offer if any information is misinterpreted and/or subsequently changed by the Client. The order will be accepted and carried out according to the conditions set out in point 4 and following.

13.1 As provided for in point 5 in case of changes or cancellation of orders for additional services by the client any change of a substantial nature made by the client to an order after the acceptance of the offer and the start of its processing gives Nexo Corp the right to change the indicated price and/or delivery terms or to refuse the execution of the order. In the latter case, the client will still have to pay for the work already carried out, without prejudice to what is stated below regarding penalties.

13.2 However, if the client wishes to cancel an order after Nexo Corp has issued the order confirmation, the following penalties will apply:

- 100% of the amount indicated in the Offer if cancellation is requested within 2 days of the start of the service;
- 80% of the amount indicated in the Offer if cancellation is requested within 3 days of the start of the service;
- 50% of the amount indicated in the Offer if cancellation is requested between 3 and 7 days before the start of the service.

#### 14. Limitation of Liability

14.1 - Nexo Corp does not assume any liability for any direct or indirect damage caused to the customer or third parties as a result of the services provided, except those arising from wilful misconduct or gross negligence.

14.2 - It is the responsibility of each customer to retain copies of all material delivered to Nexo Corp for requested services. Nexo Corp shall not in any way be responsible for the return or for any loss or damage caused to the material delivered by the customer. Whenever single copy or valuable material is entrusted to Nexo Corp, the customer is obliged to provide for a suitable insurance policy to cover any loss or damage resulting from partial or total destruction.

14.3 - The customer declares and guarantees to be the full and rightful owner of all rights of use of texts and, in general, and of material delivered to Nexo Corp and that the use of such material by Nexo Corp does not infringe rights of third parties.

14.4 - The customer agrees to entirely indemnify in full Nexo Corp from any third-party claim relating to the use of the material translated and used in performance of the contract.

14.5 - Nexo Corp shall not be held liable for any infringement of copyright and/or translation and/or intellectual property right of third-party patents or designs, nor for any legal claim arising from the content of the original text.

#### 15. Confidentiality

15.1 - Nexo Corp guarantees the confidentiality of all texts and data supplied by the customer and of all information learned for the execution of the service. Nexo Corp shall undertake, for itself and its partners and employees, not to communicate or disclose any information received by the customer during the execution of the service or inferred from these materials to third parties and to use all due diligence to prevent the unauthorised use of the same. Nexo Corp shall not be held liable for any infringement of privacy committed by its employees, if it proves to have done everything possible to prevent and avoid such violations.

15.2 - The obligation under this Article shall cease if Nexo Corp is required by law to disclose such information or if such information is or becomes public domain regardless of the Nexo Corp employee or its collaborators .

15.3 - The customer is responsible for reading in advance the privacy policy according to Article 13 of Legislative Decree 196/03, Article 13 of the European Regulation 679/2016 and following modifications (available at [www.nexocorporation.com](http://www.nexocorporation.com)) and by sending an order to Nexo Corp the customer declares to have previously read the above-mentioned policy and to have given his/her consent to the processing of data.

#### 16. Law and Jurisdiction

These terms and conditions and the performance of services shall be governed by Italian law. Any disputes relating to the interpretation and/or execution of these general conditions or otherwise connected with the performance of services shall be settled by the court of Perugia or, in case of disputes relating to industrial and intellectual property, by the specialised section established at the Court of Perugia.